

GREYHOUND RACING LEASE APPLICATION FORM



LEASE FEE \$44.00

Greyhound's Name			
Ear Brand		Microchip Number	
Date of Commencement of Racing Lease			
Date of Expiry of Racing Lease			
Financial Terms of the Racing Lease			

Please note: that no lease will be approved for the greyhound's 'racing career' or an indefinite period. A start and end date for the lease must be notified.

EXISTING OWNER OF THE GREYHOUND (LESSOR)

IF LESSORS ARE IN A PARTNERSHIP, PLEASE ATTACH ADDITIONAL DOCUMENTS PROVIDING CONSENT FROM ALL PARTNERS.

Title	<input type="checkbox"/>	Mr	<input type="checkbox"/>	Mrs	<input type="checkbox"/>	Miss	<input type="checkbox"/>	Ms	<input type="checkbox"/>	Other
Surname										
First or Given Name/s								OzChase ID		
Postal Address										
Suburb								Postcode		
Telephone Number/s	Home						Mobile			
Signature of Lessor								Date		

TEMPORARY NEW OWNER OF THE GREYHOUND (LESSEE)

IF LESSEES ARE IN A PARTNERSHIP, PLEASE ATTACH ADDITIONAL DOCUMENTS PROVIDING CONSENT FROM ALL PARTNERS.

Title	<input type="checkbox"/>	Mr	<input type="checkbox"/>	Mrs	<input type="checkbox"/>	Miss	<input type="checkbox"/>	Ms	<input type="checkbox"/>	Other
Surname										
First or Given Name/s								OzChase ID		
Postal Address										
Suburb								Postcode		
Telephone Number/s	Home						Mobile			
Signature of Lessee								Date		

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE OF THIS FORM.

PLEASE NOTE: Greyhound Racing NSW does not accept any liability for any errors or omissions in this form or for any loss or damages resulting from or connected with the use of the form. Greyhound Racing NSW recommends that participants seek legal advice before using the form.

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GREYHOUND RACING NSW
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T: 02 8767 0500 F: 02 9764 6244
E: admin@gmsw.com.au ABN: 71 018 166 136

TERMS AND CONDITIONS OF LEASE:

1. The Lessee HEREBY COVENANTS AND AGREES with the Lessor that the Lessee will, at all times during the continuance of this Lease:-
 - (a) Pay to the Lessor by way of rent a sum equal to \$..... of the gross value of all monies and trophies which may be won or awarded to the said greyhound during the said terms and which rental shall be paid to the Lessor at the said address or such other place in the said State as he shall from time to time direct free of all deductions whatsoever within fourteen (14) days of the receipt of the same by the Lessee. For the purpose of the Lease, the words "monies and trophies" shall not include money received by the Lessee which has been previously advertised by a Club as a travelling allowance.
 - (b) Properly and skilfully train the said greyhound for racing purposes and provide all proper accommodation, kennelling, food and clothing therefore in accordance with the standard usually supplied or provided in connection with the training of greyhounds in the said State.
 - (c) At all times provide all veterinary services to the said greyhound together with any medicine required in connection therewith.
 - (d) Keep and maintain the said greyhound in good condition (whether actually racing or otherwise) and in the charge and care of careful sober and competent attendants and trainers.
 - (e) Pay and discharge all costs, expenses and fees of maintaining and racing the said greyhound in terms of this Agreement.
 - (f) At all times enter and race the said greyhound in the name of the lessee and in the name of no other person.
 - (g) Permit the Lessor, his servants and agents with or without veterinary surgeons at all reasonable times to enter upon the premises in which the said greyhound may be and to inspect the state and condition thereof.
 - (h) Take all and every such reasonable and usual precautions to prevent the said greyhound from being injured, becoming ill, lost or destroyed PROVIDED NEVERTHELESS that the Lessee shall not be liable to the Lessor for any damage owing to the injury or illness or destruction or loss of the said greyhound unless such injury, illness, destruction or loss shall have occurred through the neglect or default of the Lessee or any servant or agent of the Lessee.
 - (i) The Lessee shall inform the Lessor within forty-eight (48) hours from the happening thereof of any sickness or injury suffered by the greyhound by accident or otherwise and in the event of the death of the greyhound the Lessee shall make a Statutory Declaration in writing of the death and the particulars and causes and shall within seven (7) days from the sate of the death deliver to the Lessor such Declaration.
 - (j) Pay an stamp duty and other charges that may be due on this agreement.
 - (k) At the expiration or sooner determination of this Lease deliver up to the Lessor at the same place in the said State as he shall have taken delivery thereof or such other place as the Lessor and the Lessee shall agree free of all expenses the said greyhound in the same good state and condition as the same now is which delivery shall be made under the care of a competent person and deliver to GRNSW the registration certificate issued in respect of the greyhound. In the even of the Lessee through no fault of the Lessee being unable to deliver up the said greyhound as aforesaid then the Lessor shall pay to the Lessee all reasonable expenses incurred by the Lessee in connection with the accommodating, feeding and administering to the needs of the said greyhound.
2. That the Lessee will not at any time during said term without the Lessor's previous permission in writing:-
 - (a) Permit the said greyhound to be used for any purpose other than that of racing and training for the same and in particular will not without the prior consent in writing of the Lessor train for or race nor suffer or permit the said greyhound to be trained for or raced in any hurdle race and will not school or permit to be schooled the said greyhound over jumps of any kind whatsoever.
 - (b) Race or suffer or permit to be raced the said greyhound at any unregistered meeting.
 - (c) Do suffer or permit any act, matter or thing whereby the said greyhound may be liable to disqualification.
 - (d) Take or remove the said greyhound out of the said State.
 - (e) Assign underlet or except for the purpose of training thereof by a registered trainer part with the possession and personal control training and management of the said greyhound without the approval of the Lessor and in accordance with such rules of GRNSW or rules of racing as approved by the Authority may be applicable.
 - (f) Administer cause or permit to be administered any drug except with the approval of a qualified Veterinary Surgeon.
3. IT IS HEREBY MUTUALLY AGREED AND DECLARED by and between the Lessor and the Lessee as Follows:-
 - (a) That if the Lessee shall make default in the due and punctual payment of any rental payable hereunder or in due and punctual observance and performance of any of the other covenants, conditions and stipulations herein containing or if the Lessee shall be warned off or disqualified by the Authority or any Club registered with the Authority or a body declared by the Authority to be an Approved Controlling Authority or if the said greyhound be disqualified for any reason other than fighting or if the Lessee shall for any reason cease to be registered with the Authority as the Owner of the greyhound during the term of this Lease or if execution be issues against the goods, effects or lands of the Lessee or in the event of the death of the Lessee or if the Lessee shall commit any act of bankruptcy or if he or any other person shall threaten or attempt to bring the estate of the Lessee within the operation of any law relating to bankrupts or insolvents or if the Lessee shall be convicted of any offence against any law for the time being in force in the said State punishable with imprisonment THEN in any of such cases it shall be lawful for the Lessor or any duly appointed agent of the Lessor without the necessity of making any formal or other demand to retake and recover possession of the said greyhound wheresoever the same may be and thereupon this Agreement shall cease and determine but without prejudice to any remedy for the recovery of any moneys which shall have already become due under this Agreement or of any damages for the breach of any of the covenants and agreement herein contained.
 - (b) The in the event of the determination of the Agreement pursuant to the provisions of paragraphs (a) and (c) of this clause and clause 4 the Lessee shall forthwith execute and deliver to the said Authority all such transfer and other documents as may be necessary or be required by the said Authority to record such determination and the Lessee DOTH HEREBY CONSTITUTE AND APPOINT the Lessor he Attorney and agent for the purpose of executing all such transfers and other documents.
 - (c) That in addition to and without prejudice to the provisions of paragraph (a) preceding if the Lessee shall at any time be disqualified by the said Authority or any Greyhound Racing Club or the Committee or Stewards or by a body declared by the Authority to be an Approved Controlling Authority this Lease shall thereupon be determined and be absolutely void and the said greyhound shall be returned and delivered to the Lessor by the Lessee in manner hereinbefore provided by in such event the Lessor shall have the benefit of any entrance or other fees which shall have been paid by the Less in conjunction with the said greyhound to intent that the same shall be absolutely forfeited to the Lessor. For the purpose of this sub-clause the word "disqualified" shall not include disqualification for any period of one (1) month or less but shall include disqualifications for any period exceeding one month.
 - (d) That the said greyhound shall at all times be raced in accordance with the Rules of Racing approved by the Authority for the time being in force and this Agreement shall be subject to and the parties hereto bound by such Rules in all respects.
 - (e) That the Lessor and the Lessee acknowledge themselves and agree to be bound by the Rules of the Authority and the Rules of Greyhound Racing for the time being approved by the Authority.
 - (f) That nothing herein contained shall be held or construed to form or be a partnership between the parties.
 - (g) That any notice required to be given under this agreement shall be in writing and may be delivered personally or sent by pre-paid registered post
 - (h) That the expression "Lessor" wherever herein appearing shall be deemed to mean and include the Lessor and the executors, administrators and assigns of the Lessor and the expression "Lessee" shall be deemed to mean and include the Lessee and the executors, administrators and assigns of the Lessee
4. Notwithstanding anything herein contained the Lessee may at his option determine this agreement at any time upon giving the Lessor two (2) weeks notice in writing of his intention so to do an upon returning the said greyhound to the Lessor in a healthy state and condition and in the event of such determination the provisions of clause 1(k) shall apply hereto.
5. In this agreement "Authority" means Greyhound Racing NSW.
6. SPECIAL CLAUSE (if any). (To be initialled by both parties).